

**City of Round Rock**  
**REQUEST FOR PROPOSALS**  
**RECODIFICATION SERVICES – PRINT AND ONLINE VERSION**

**PART I**  
**GENERAL INFORMATION**

**1. PURPOSE**

- 1.1. The intent of this Request for Proposal and resulting agreement for the City of Round Rock, Texas, seeks the services of qualified contractor(s) to provide an initial recodification of the existing Code of Ordinances edition, and to thereafter provide periodic codification, maintenance and update services for ordinances passed by the City of Round Rock, Texas.

**2. DEFINITIONS:** The following definitions will be used for identified terms throughout the specification and proposal document:

- 2.1. Agreement – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services, and obligating the City to pay for it.
- 2.2. City – Identifies the City of Round Rock, Travis and Williamson Counties, Texas.
- 2.3. Deliverables means the goods, products, materials, and/or services to be provided to the City by Proposer if awarded the contract.
- 2.4. Goods represent materials, supplies, commodities and equipment.
- 2.5. Professional Services means services that use skills that are predominantly mental or intellectual, rather than physical or manual including, but not limited to, accounting, architecture, land surveying, law, medicine, optometry and professional engineering.
- 2.6. Proposal is a complete, properly signed response to a Solicitation that if accepted, would bind the Proposer to perform the resulting contract.
- 2.7. Proposer identifies persons and entities that submit a proposal.
- 2.8. Purchase Order - is an order placed by the Purchasing Office for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
- 2.9. Services - work performed to meet a demand. The furnishing of labor, time, or effort by the vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- 2.10. Subcontractor - Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor's obligations arising from a contract with the City.
- 2.11. Vendor – (Sometimes referred to as Contractor) A person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from a contract or purchase order.

**3. CONFLICT OF INTEREST**

- 3.1. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed Conflict of Interest Questionnaires may be mailed or delivered by hand to the City Secretary. If mailing a completed form, please mail to:

**City of Round Rock**  
**Christine Martinez, City Secretary**  
**221 East Main**  
**Round Rock, Texas 78664-5299**

- 3.2. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's proposal.

4. **CITY CONTACT:**

- 4.1. All responses for Request for Proposals (RFP), as well as any questions, clarifications or requests for general information are to be directed to:

**Randy Barker**  
**Purchasing Supervisor**  
**221 East Main**  
**Round Rock, TX 78664-5299**  
**Telephone (512) 218-3295**  
**Fax (512) 218-7028**  
**rbarker@round-rock.tx.us**

- 4.2. The individual above may be telephoned for clarification of the specifications of this Request for Proposals only. No authority is intended or implied that specifications may be amended or alternates accepted prior to closing date without written approval of the City. Under no circumstances will private meetings be scheduled between Proposer and City staff.

5. **EX PARTE COMMUNICATION:**

- 5.1. Please note that to insure the proper and fair evaluation of a proposal, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or Employee evaluating or considering the proposals prior to the time a formal decision has been made. Communication between Proposer and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

6. **PROPOSAL SCHEDULE**

- 6.1. It is the City's intention to comply with the following project schedule:

6.1.1.	Request for Proposals released	<b>July 17 , 2007</b>
6.1.2.	Deadline for questions	<b>July 25, 2007</b>
6.1.3.	City response to all questions/addendums	<b>July 27, 2007</b>
6.1.4.	Responses for RFP due by <b>3:00 p.m.</b>	<b>July 31, 2007</b>

**NOTE:** These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Proposer.

- 6.2. All questions regarding the RFP shall be submitted in writing (either electronically, fax, or regular mail) by **5:00 pm on July 25, 2007** to above named City Contact. All interested firms will be provided with a copy of the questions submitted and the City's response.

7. **PROPOSAL DUE DATE:**

- 7.1. Sealed proposals are due no later than **3:00 p.m., July 31, 2007** to the Office of the Purchasing Department. Mail or carry sealed proposals to:

**City of Round Rock, Texas**  
**221 East Main**  
**Round Rock, Texas 78664-5299**

- 7.2. Proposals received after this time and date will not be considered.
- 7.3. Sealed proposals should be clearly marked on the outside of packaging "**DO NOT OPEN – RFP 07-040 RECODIFICATION ONLINE**".
- 7.4. Facsimile or electronically transmitted proposals are **not acceptable**.
- 7.5. Each proposal and each proposal variation shall be submitted in one **(1) original and five (5) copies**.

8. **PROPOSAL SUBMISSION REQUIREMENTS:** Interested and qualified firms or teams shall:

- 8.1. Submit one (1) original and five (5) copies of materials that demonstrate their experience in performing projects of this scale and complexity.

- 8.2. Documentation shall include:
- 8.2.1. Identification of the firm/team responding to the RFP to include a brief summary of team member experiences.
  - 8.2.2. A summary demonstrating the firm's/team's qualifications to satisfy all the technical areas identified in the specification.
  - 8.2.3. A representative list of projects of a scale and complexity similar to the project being considered by the city. The list should include the project location, client, services provided by your firm for the project, term of sponsorship and an owner contact name.
  - 8.2.4. Project timeline outlining the steps the firm would take in the implementation of the project.
- 8.3. Provide references: Provide the name, address, telephone number and point of contact of at least three clients that have utilized the same or similar product and services within the last 2 years. References may be checked prior to award. Any negative responses received may result in disqualification from consideration for award. **Failure to include references with submittal may result in disqualification from consideration for award.**
- 8.4. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

9. **EVALUATION CRITERIA:**

- 9.1. All proposals received shall be evaluated based on the best value for the City by considering all or part of the criteria listed, as well as any relevant criteria specifically listed in the solicitation:
- 9.1.1. Price;
  - 9.1.2. Long-term cost to the City to acquire Proposer's goods and services;
  - 9.1.3. The extent to which the goods or services meet the City's needs;
  - 9.1.4. Completeness, technical competence and clarity of the proposal;
  - 9.1.5. Project Process and Outline;
  - 9.1.6. Compliance with Requested Form and Information;
  - 9.1.7. Reputation of the Proposer and the Proposer's services;
  - 9.1.8. Technical Expertise;
  - 9.1.9. Client List/Sponsor Reference and Experience;
  - 9.1.10. Proposer's past relationship with the City. All vendors will be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, late delivery.

10. **EVALUATION PROCESS:**

- 10.1. A committee comprised of City Staff and others as appropriate will review the responses to the RFP and may develop a short list of firms/teams.
- 10.2. Interviews and/or demonstrations may be conducted with any of the "short listed" firms/teams to discuss their qualifications, resources, and availability to provide the services requested.
- 10.2.1. Upon completion of the evaluation, the selection committee may recommend a firm/team for the project identified.
  - 10.2.2. A contract with the recommended firm/team for the project will then be negotiated. This process will be completed with the City Council's authorization to the mayor for the execution of the contract or the execution of the contract by the City Manager.
- 10.3. The City of Round Rock will not provide compensation or defray any cost incurred by any firm related to the response to this request. The City of Round Rock reserves the right to negotiate with any and all persons or firms. The City of Round Rock also reserves the right to reject any or all proposals, or to accept any proposal deemed most advantageous, or to waive any irregularities or informalities in the proposal received, and to revise the process and/or schedule as circumstances require.

11. **CONFIDENTIALITY OF PROPOSAL CONTENT:**

- 11.1. All proposals submitted in response to this RFP shall be held confidential until an agreement is awarded. Following the agreement award, proposals are subject to release as public information unless the proposal or specific parts of the proposal can be shown to be exempt from the Texas Public Information Act. Proposers are advised to consult

with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Proposers.

- 11.2. If a Proposer believes that a proposal or parts of a proposal are confidential, then the Proposer shall so specify. The Proposer shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal, which the Proposer believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All proposals and parts of proposals that are not marked as confidential will be automatically considered public information after the agreement is awarded.

12. **CLARIFICATION OF PROPOSALS:**

- 12.1. The City reserves the right to request clarification or additional information specific to any proposal after all proposals have been received.

**PART II**  
**GENERAL TERMS AND CONDITIONS**

1. **AGREEMENT:** The term of the Agreement resulting from the solicitation may be for five (5) consecutive twelve-month periods of time from the effective date and shall remain in full force and effect unless and until it expires by operation of the term stated or until terminated or extended as provided herein.
- 1.1. Renew the Agreement for two additional periods of time not to exceed twelve months for each renewal provided both parties agree.
- 1.2. Review the following at the end of each twelve-month review period or renewal:
- 1.2.1. Vendor performance;
  - 1.2.2. Price;
  - 1.2.3. Continuing need;
  - 1.2.4. Advancements in technologies and or service;
  - 1.2.5. The City may terminate the Agreement with or without cause or may continue through the next twelve-month review or renewal period.
2. **PRICE:** The contract price shall be firm for the duration of the agreement or extension periods except as provided for in paragraph below. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, cost associated with obtaining permits or any other extraneous charges.
3. **PRICE ADJUSTMENT:** The City may permit "unit price" adjustments upward, only as a result of a cost increase in goods or services in accordance with the Producers Price Index located at <http://stats.bls.gov/ppi/home.htm>. Any price increase shall be requested by the Vendor in writing and accompanied with the appropriate documentation to justify the increase. The vendor may offer price decreases in excess of the allowable percentage change.
4. **INDEMNIFICATION:** The successful Proposer shall indemnify, save harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney fees and any and all other costs or fees incident to any work done as a result of this quote and arising out of a willful or negligent act or omission of the successful Proposer, its officers, agents, servants, and employees; provided, however, that the successful Proposer shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, or third parties.
5. **INSURANCE:** The successful Proposer shall meet or exceed ALL insurance requirements set forth by the City of Round Rock as identified in **Attachment A** to the specifications. Any additional insurance requirements of participating or cooperative parties will be included as subsequent Attachments and shall require mandatory compliance.
6. **VENUE:** The agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the applicable court, Williamson County, Texas.
8. **INDEPENDENT CONTRACTOR:**
- 8.1. It is understood and agreed that the Contractor shall not be considered an employee of the City.
- 8.2. The Contractor shall not be within protection or coverage of the City's Worker' Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City from time to time may have in force and effect.

### **PART III SPECIFICATIONS**

#### **1. STATEMENT OF INTENT:**

- 1.1. These specifications cover only the general requirements as to the performance and some design criteria, as well as vendor responsibilities for Recodification Services – Print and On-Line Versions. The manufacturers shall be responsible for designing and furnishing a system that meets all of the performance requirements and design criteria herein, as well as provide software that is designed for the intended application.

#### **2. SCOPE OF WORK**

- 2.1. The City requests proposals for **Recodification Services including Print and Online Versions**. All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All Proposers shall review new ordinances and ordinance amendments to the existing Code against the full Code manuscript.
- 2.2. Edit and insert all ordinances amendments and new ordinances into the proper places in the Code manuscript and delete from the Code manuscript all provisions that have been repealed.
- 2.3. Review footnotes against the corresponding provisions of the general and specific Acts of the City of Round Rock and prepare new or revised footnotes as applicable to the current laws of the City of Round Rock. The City shall be notified of all changes being made.
- 2.4. Revise, as needed, the analysis at the front of each chapter, consisting of numerical listing of the catch lines of the individual sections in the chapter. A new analysis shall be prepared as needed for each new chapter.
- 2.5. Revise, as needed, the Table of Contents for each title, consisting of numerical listing of each chapter.
- 2.6. Edit ordinances and ordinance amendments to assure properly styled catch lines, and properly and uniformly spelled, capitalized and punctuated text, according to the style of the Code.
- 2.7. Ensure all appropriate historical references to each Code section are carried forward.
- 2.8. Prepare index revisions for each future supplement on a replacement page basis to assure the general index to the Code is kept current at all times.
- 2.9. Accomplish all work on a replacement page basis in accordance with printing specifications.
- 2.10. Prepare a Comparative Section Table indicating the disposition of integrated ordinances and resolutions.
- 2.11. Proof all pages to be included in each supplement, accepting full responsibility for page replacement without cost to the City at any time errors are noted after delivery. Such replacement pages shall be delivered as part of the next supplement. Any specific questions concerning text placement, context, or format should be raised with the City Attorney.
- 2.12. Provide a copy of the Code of Ordinances of the City of Round Rock on a Compact Disc, compatible with Microsoft Word 2000 or newer. An updated compact disc may be requested by the City annually.

#### **3. BIDDER QUALIFICATIONS:**

- 3.1. The opening of a bid or proposal shall not be construed as the City's acceptance of such responder as qualified and responsible. The City reserves the right to reject any and all submittals. All responders shall furnish the following information at a minimum:
  - 3.1.1. References: Provide the name, address, telephone number and point of contact of at least three firms that have utilized the same or similar software. References may be checked prior to award. Any negative responses received may result in disqualification of bid.
  - 3.1.2. Identify any subcontractors to be used for this project. Experience, qualifications and references of the subcontractors shall be submitted. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

### **PART IV INVOICE AND PAYMENT**

1. **INVOICING**

- 1.1. Contractor shall submit **one original and two copies** of each invoice referencing the assigned Purchase Order number to the following address:

**City of Round Rock  
Accounts Payable  
221 East Main  
Round Rock, TX 78664-5299**

2. **PROMPT PAYMENT POLICY**

- 2.1. Payments will be made within thirty days after the City receives the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the service, whichever is later. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 2.1.1. There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 2.1.2. The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 2.1.3. There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 2.1.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or contract or other such contractual agreement.

3. **OVERCHARGES**

- 3.1. Contractor hereby assigns to purchaser any and all claims for overcharges associated with this purchase which arise under the antitrust laws of the United States, 15 USGA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Bus. and Com. Code, Section 15.01, et seq.

**ATTACHMENT A**  
**CITY OF ROUND ROCK**  
**INSURANCE REQUIREMENTS**

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.
  - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
  - 1.2. The following standard insurance policies shall be required:
    - 1.2.1. General Liability Policy
    - 1.2.2. Automobile Liability Policy
    - 1.2.3. Worker's Compensation Policy
  - 1.3. The following general requirements are applicable to all policies:
    - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
    - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
    - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
    - 1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City
    - 1.3.5. Policies shall include, but not be limited to, the following minimum limits:
      - 1.3.5.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
      - 1.3.5.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
      - 1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
    - 1.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.
  - 1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.
  - 1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

- 1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
- 1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
- 1.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes
- 1.5.4. Remove all language on the certificate of insurance indicating:
  - 1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
  - 1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
- 1.5.5. Provide for notice to the City at the addresses listed below by registered mail:
- 1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 1.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.
- 1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 1.5.10. All notices shall be mailed to the City at the following addresses:
 

<b>Assistant City Manager</b> <b>City of Round Rock</b> <b>221 East Main</b> <b>Round Rock, TX 78664-5299</b>	<b>City Attorney</b> <b>City of Round Rock</b> <b>309 East Main</b> <b>Round Rock, TX 78664</b>
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## 6. WORKERS COMPENSATION INSURANCE

- 6.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
  - 6.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - 6.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.
- 6.2. Persons providing services on the project ("subcontractor") in Section 406.096 - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not



include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 6.3.** The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 6.4.** The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.
- 6.5.** If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 6.6.** The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
  - 6.6.1.** a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 6.6.2.** no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 6.7.** The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 6.8.** The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 6.9.** The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 6.10.** The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
  - 6.10.1.** provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
  - 6.10.2.** provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
  - 6.10.3.** provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
    - 6.10.3.1.** obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
      - 6.10.3.1.1.** a certificate of coverage, prior to the other person beginning work on the project; and
      - 6.10.3.1.2.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

- 6.10.3.2.** retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6.10.3.3.** notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 6.10.3.4.** contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.
- 6.10.3.5.** By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 6.10.3.6.** The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.

7/26/07  
RFP 07-040  
City Of Round Rock Response To Questions

**QUESTION #1:**

Is your code 8 ½ x 11 or 6 x 9 in size?

**CITY RESPONSE:**

8 ½ x 11

**QUESTION #2:**

Is your code single column or dual column? The page goes straight across the page (single column) or is there are two columns on each page?

**CITY RESPONSE:**

The majority of the code is single column. Chapter 11, Zoning contains pages that are two columns.

**QUESTION #3:**

How many copies of the supplement do you need each time?

**CITY RESPONSE:**

One

**QUESTION #4:**

Do you have your code on disk?

**CITY RESPONSE:**

We have an electronic copy that we can save to CD or Flash Drive. The copy we have is broken down by Chapters.

**QUESTION #5:**

How many pages is your code (one side of sheet of paper is considered one page. A sheet contains two pages.)?

**CITY RESPONSE:**

714 pages

**QUESTION #6:**

How often do you plan to supplement the code? Weekly, monthly, quarterly, six month or yearly

**CITY RESPONSE:**

Monthly, but preferably after each council meeting (the City Council meets twice a month).